

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

POWER INVESTMENTS, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 4:21-cv-01022
	)	
CARDINALS PREFERRED, LLC,	)	
	)	
Defendant.	)	
	)	

**[PROPOSED] TEMPORARY RESTRAINING ORDER**  
**AGAINST DEFENDANT CARDINALS PREFERRED, LLC**

THIS MATTER is before the Court on Plaintiff Power Investments, LLC's (hereinafter "Plaintiff" or "Power") application for a temporary restraining order and preliminary injunction against Defendant Cardinals Preferred, LLC ("Defendant" or "Cardinals). Upon review of Power's Complaint, Motion for Temporary Restraining Order and Preliminary Injunction, Memorandum in Support of its Motion for Temporary Restraining Order and Preliminary Injunction, and all other documents and pleadings in the record, and having fully heard the argument of counsel at the temporary restraining order hearing, the Court hereby **GRANTS** Power's Motion for a Temporary Restraining Order, and states and orders as follows:

1. Defendant is immediately enjoined and restrained, from the date of this Order for fourteen (14) days, from directly or indirectly, on its own or on behalf of, or in conjunction or concert with, any person, persons, or legal entity, whether as agent, representative, employee, consultant, or in any capacity:

- a. Exercising or otherwise advancing or acting upon in any way the purported conversion of Cardinals' Preferred Units to Class A Common Units pursuant to Section 4.1(a) of the Ashley Energy LLC Amended and Restated Limited Liability Company Agreement; and
- b. Taking or attempt to take any action that would tend to frustrate, nullify,

prevent, subvert, interfere with or undermine, or that is in any way inconsistent with or antithetical to, the successful consummation and closing of the Call exercised by Power on August 9, 2021 as soon as practicable based on Power's willingness and desire to consummate the call immediately, and in any event no later than within six months of that date and at the purchase price of \$1,610,971.77, pursuant to Section 10.5 of the Ashley Energy LLC Amended and Restated Limited Liability Company Agreement, including without limitation:

- i. Delaying the consummation of the Call exercised by Power and/or any steps that are necessary or appropriate to successfully closing the Call as soon as practicable based on Power's willingness and desire to consummate the call immediately, and in any event no later than within six months of August 9, 2021; and
- ii. Taking, causing, encouraging, or allowing any actions with respect to Ashley Energy LLC that would tend to drive the Call purchase price higher than the purchase price of \$1,610,971.77, including without limitation forced cash distributions and any other cash infusions into Ashley Energy LLC.

2. Having reviewed and heard Plaintiffs' submissions and arguments in support of the Motion, the Court elects to impose a zero bond on Plaintiff.

SO ORDERED:\_\_\_\_\_

DATE:\_\_\_\_\_